

UNITED STATES GOVERNMENT
INTERAGENCY AGREEMENT (IAA)
Agreement Between Federal Agencies
General Terms & Conditions (GT&C) Section



IAA Number OMAOHQ2019001 0000 0000
GT&C # Order # Amendment # / Mod #

DEPARTMENT AND/OR AGENCY

1.	Requesting Agency of Products / Services	Servicing Agency Providing Products / Services
Name	US Environmental Protection Agency	Department of Commerce, NOAA Office of Marine and Aviation Operations
Address	IASSC East, 1200 Pennsylvania Avenue NW Washington, DC 20460	8403 Colesville Road, Suite 500 Silver Spring, MD 20910

2. Servicing Agency Tracking Number (Optional) : _____

3. Assisted Acquisition Agreement ☐ Yes ☒ No

4. GT&C Action (Check action being taken)

☒ New

☐ Amendment - Complete only the GT&C blocks being changed and explain the changes being made.

☐ Cancellation - Provide a brief explanation for the IAA cancellation and complete the effective End Date.

5. Agreement Period Start Date _____ End Date 09/30/2023 of IAA or effective cancellation date
MM-DD-YYYY MM-DD-YYYY

6. Recurring Agreement (Check One) A Recurring Agreement will continue, unless a notice to discontinue is received

☐ Yes If Yes, this is an: Annual Renewal ☐
Other Renewal ☐ State the other renewal period: _____

☒ No

7. Agreement Type (Check One) ☐ Single Order IAA ☒ Multiple Order IAA

8. Are Advance Payments Allowed for this IAA (Check One) ☐ Yes ☒ No

If Yes is checked, enter Requesting Agency's Statutory Authority Title and Citation

Note: Specific advance amounts will be captured on each related order.

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9. Estimated Agreement Amount (The Servicing Agency completes all information for the estimated agreement amount)

(Optional for assisted Acquisitions)

Direct Cost \$1,710,000.00

Overhead Fees & Charges \$93,708.00

Total Estimated Amount \$1,803,708.00

Provide a general explanation of the Overhead Fees and Charges

10. STATUTORY AUTHORITY

a. Requesting Agency's Authority (Check One)

Franchise Fund

☐

Revolving Fund

☐

Working Capital Fund

☐

Economy Act (31
U.S.C. 1535 / FAR 17.5)

☐

Other Authority

☒

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority

Transfer Authority: Clean Water Act, 33 U.S.C. § 1254(b)(2); Programmatic: Marine Protection, Research and Sanctuaries Act, 33 U.S.C. 1443

b. Servicing Agency's Authority (Check One)

Franchise Fund

☐

Revolving Fund

☐

Working Capital Fund

☐

Economy Act (31
U.S.C. 1535 / FAR 17.5)

☐

Other Authority

☒

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority

Programmatic: Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §§1441-1442

11. Requesting Agency's Scope (State and/or List Attachments that support Requesting Agency's Scope.)

EPA designates and manages ocean dredged material disposal sites, and evaluates and concurs on dredged material ocean disposal permits issued by the U.S. ACE. Ocean surveys provide baseline conditions before disposal, as well as data to assess the environmental impacts of disposal. Without these surveys ocean disposal of dredged materials could not occur, potentially impacting vessel operation nationwide by causing insufficient channel depth. Several hundred million cubic yards of sediment are annually dredged to maintain the nation's navigation system - 20% is disposed of in ocean disposal sites. Many NOAA homeports require periodic dredging to maintain channel depth and rely on ocean

12. Roles and Responsibilities for the Requesting Agency and the Servicing Agency (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency)

EPA will provide funding to NOAA for EPA scientists to conduct ocean surveys using NOAA vessels, subject to funding availability. NOAA will provide in kind service of access to NOAA controlled facilities (e.g. secure parking and equipment storage, dock services) and specialized expertise of NOAA Survey and Electronics Technicians, and Marine Engineers in coordination with EPA. EPA will provide the funds through an IAA 7600B, which will reference this agreement, include a description and duration of the specific NOAA services, including accounting data, and be signed by both parties.

1. The provisions for disputes and termination of US Department of Treasury form 7600 are herein incorporated.

2. Nothing herein is intended to conflict with current DOC or EPA directives. If the terms of this Agreement are inconsistent with existing directives of either of the agencies entering into this Agreement, then those portions of this Agreement that are determined to be inconsistent shall be invalid, but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the Agreement, all necessary changes will be accomplished either by an amendment to this Agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both Parties.

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13. Restrictions (Optional) (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA).
N/A

14. Assisted Acquisition Small Business Credit Clause (The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency).

15. Disputes: Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10; Intragovernmental Transaction (IGT) Guide.

16. Termination (Insert the number of days that this IAA may be terminated by written notice by either the Requesting or Servicing Agency.)

120

If this agreement is canceled, any implementing contract/order may also be canceled. If the IAA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IAA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

17. Assisted Acquisition Agreements - Requesting Agency's Organizations Authorized to Request Acquisition Assistance for this IAA (State or attach a list of Requesting Agency's organizations authorized to request acquisition assistance for this IAA).

N/A

18. Assisted Acquisition Agreements - Servicing Agency's Organizations Authorized to Request Acquisition Assistance for this IAA (State or attach a list of Servicing Agency's organizations authorized to request acquisition assistance for this IAA.)

N/A

19. Requesting Agency Clause(s) (Optional) (State and/or attach any additional Requesting Agency clauses.)

N/A

20. Servicing Agency Clause(s) (Optional) (State and/or attach any additional Servicing Agency clauses.)

N/A

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21. Additional Requesting Agency and/or Servicing Agency Attachments (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency Attachments)

N/A

22. Annual Review of IAA

By signing this agreement, the parties agree to annually review the IAA if the agreement period exceeds one year. Appropriate changes will be made by amendment to the GT&C and/or modification to any affected Order(s).

AGENCY OFFICIAL

The Agency Official is the highest level accepting authority or official as designated by the Requesting Agency and Servicing Agency to sign this agreement. Each Agency Official must ensure that the general terms and conditions are properly defined, including the stated statutory authorities, and, that the scope of work can be fulfilled as per the agreement.

The Agreement Period Start Date (Block 5) must be the same as or later than the signature dates.

Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the instructions for Blocks 37 and 38.

23.	Requesting Agency	Servicing Agency
Name	Tony R. Fournier	Rear Admiral Michael J. Silah
Title	Chief Fellowship IA and SEE Branch	Director, OMAO and NOAA Corps
Telephone Number(s)	(202) 564-1021	(301) 713-7600
Fax Number		(301) 713-1577
Email Address	Fournier.tony@Epa.gov	michael.silah@noaa.gov
SIGNATURE		
Approval Date	10/15/2018	15 OCT 2018